

No. 14/13/87-6Lab./223.—In pursuance of the provisions of section 17 of the Industrial disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court, Gurgaon in respect of the dispute between the workman and the management of M.D. Mahendergarh Central Co-op. Bank, Mahendergarh *versus* Jai Singh :-

IN THE COURT OF MRS. NIRMAL YADAV, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT, GURGAON

Reference No. 166 of 1990

Between

SHRI JAI SINGH NARA, S/O SHRI CHHOTU RAM, VILLAGE AND POST OFFICE CHILLAR,
TEHSIL AND DISTRICT REWARI

And

THE MANAGEMENT OF MANAGING DIRECTOR, THE MAHENDERGARH, CENTRAL CO-
OPERATIVE BANK LTD., MAHENDERGARH .. *Management*

Present :

Shri R.P. Mudgil, for the workman.

Shri M.P. Gupta, for the management.

AWARD

1. In exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, (in short "the Act") the Governor of Haryana referred the following dispute, between the parties, mentioned above, to this Court, for adjudication, *vide* Haryana Government, Labour Department endorsement No. 14206 -10, dated 29th March, 1990 :-

Whether termination of services of Shri Jai Singh Nara, is legal and justified ? If not, to what relief is he entitled ?

2. The facts according to the claim statement are that petitioner was appointed as Secretary in the Mini Bank of the respondent bank with effect from 13th October, 1988. He continuously worked with the respondent upto 24th October, 1989 when his services were illegally terminated by the management in violation of the mandatory provisions of the I.D. Act. It is stated that petitioner was drawing Rs. 800 p.m. as salary at the time of termination of his service.

3. Claim of the petitioner is contested by the management stating that petitioner did not send the demand notice to the management before submitting the same to the Labour-cum-Conciliation Officer, as such, no dispute exists between the parties. It is stated that petitioner himself left the job of his own accord and that management never terminated his services.

4. In his rejoinder, petitioner reiterated his claim and controverted the pleas taken in the written statement. In view of the pleadings of the parties, following issues were framed by me on 20th September, 1991 :-

(1) Whether the applicant does not fall under section 2(s) of the I.D. Act, 1947.

(2) Whether termination of services of Shri Jai Singh Nara, is legal and justified ? If not, to what relief is he entitled ?

5. I have heard learned authorised representatives of the parties. My findings on the issues framed are as under :-

Issue No. 1 :

6. No evidence was produced, nor any arguments have been addressed by the management on this issue, therefore, this issue is decided against the management.

Issue No. 2 :

7. In order to prove this issue, management produced Shri Azad Singh, clerk as MW1, who stated that petitioner was appointed on 14th October, 1988 for 89 days. Thereafter, his appointment was made after every three months. He produced applications for appointment submitted by the petitioner Ex.M1, Ex.M6, Ex.M13, Ex.M19 and appointment letters Ex.M2, Ex.M7, Ex.M14 and Ex.M20. Witness also produced joining report Ex.M3, Ex.M8, Ex.M15, Ex.M21 and the orders relieving the petitioner from duty Ex.M4, Ex.M12, Ex.M17 and Ex.M24. When cross-examined, witness stated that before terminating petitioner's

service, no show cause notice or chargesheet was ever given to him, nor any enquiry was conducted. He denied the suggestion that petitioner had continuously worked with the respondent from 14th October, 1988 to 24th October, 1989. Witness admitted that petitioners' signatures are not present on relieving letters Ex.M4, Ex.M11 and Ex.M24. He denied the suggestion that charge was not taken from the petitioner or that he was holding the charge from the date of appointment till the date of termination.

8. On the other hand, workman appeared as WW1 and reiterated his claim. Petitioner admitted his appointment letter Ex.M2 and letter Ex.M24,—*vide* which, his services were terminated on 24th October, 1989. He further stated that after termination of his service some other person has been appointed as Secretary. When cross-examined, petitioner admitted his signatures on the documents produced by the management, but denied that these documents were ever given to him.

9. In the present case, it is evident from appointment letters Ex. M2, Ex.M7, Ex.M14 and Ex.M20 that petitioner was appointed with effect from 14th October, 1988 for 89 days. Thereafter fresh appointment letter was issued for another 89 days. In this manner, petitioner continued working upto 25th October, 1989. A perusal of these appointment letters clearly shows that there was a break of seven days in first and second appointment and a break of 13 days between second and 3rd appointment and break of only two days between 3rd and 4th appointment. Petitioner categorically stated that he had continuously worked with effect from 14th October, 1988 to 24th October, 1989 and management had issued fresh appointments only on papers. He denied having received fresh appointment letters every time. He also denied having submitted fresh joining report or charge report. According to him, management had done all the exercise on papers. From the above mentioned facts, it is evident that petitioner could not have any control on the notional breaks given by the management. It is apparent that petitioner had worked for more than 240 days in the year preceding the date of his termination except notional breaks given by the management. Admittedly, management did not give any notice or pay in lieu thereof, nor retrenchment compensation was paid while terminating petitioner's service. Therefore, termination of services of the petitioner is illegal and not justified. Consequently, petitioner is entitled to reinstatement into his job with continuity of service and full back wages.

NIRMAL YADAV,

Dated the 12th May, 1994.

Presiding Officer,
Industrial Tribunal-cum-Labour Court,
Gurgaon.

Endorsement No. 787-88, dated the 31st May, 1994.

A copy is forwarded to :—

1. The Labour Commissioner, Haryana, Chandigarh.
2. The Labour Officer, Rewari.

NIRMAL YADAV,

Presiding Officer,
Industrial Tribunal-cum-Labour Court,
Gurgaon.

No. 14/13/87-6Lab./224.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following awards of Presiding Officer, Industrial Tribunal-cum-Labour Court Gurgaon in respect of the dispute between the workman and the Management of Chancellor, H.A.U. Hisar *versus* Shri Mahender :—

IN THE COURT OF MRS. NIRMAL YADAV, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GURGAON

Reference No. 417 of 88

Between

SHRI MAHENDER, S/O SHRI GOBIND RAM, C/O GENERAL SECRETARY, MAZDOOR UNION, HARYANA AGRICULTURE UNIVERSITY, BAWAL, MAHENDERGARH

And

THE MANAGEMENT OF CHANCELLOR, HARYANA AGRICULTURE UNIVERSITY, HISAR
(2) REGIONAL DIRECTOR, HARYANA AGRICULTURE UNIVERSITY (AGRICULTURE FARM)
BAWAL, DISTRICT MAHENDERGARH .. Management.

Present :

Shri Shardha Nand, for the workman.
Shri M.P. Gupta, for the management,

AWARD

In exercise of the powers conferred by clause (c) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947, (in short "the Act"), the Governor of Haryana referred the following dispute, between the parties, mentioned above, to this Court, for adjudication,—*vide* Haryana Government, Labour Department endorsement No. 34412-419, dated 31st August, 1987 :—

Whether the termination of services of Shri Mahender is just and legal? If not, to what relief is he entitled?

2. The facts according to the petitioner's claim statement are that he was appointed as Beldar with the respondent management with effect from 22nd July, 1984 at the salary of Rs. 550 p.m. It is further stated that management terminated petitioner's service without assigning any reason with effect from 22nd December, 1986. According to petitioner persons junior to him are still working with the management. Management terminated his service on account of the trade union activities.

3. Claim of the petitioner is contested by the management. It is stated that petitioner was engaged in the year 1985 as a casual labour and he worked only for 49 days and his services were terminated. Petitioner never worked after the year 1985 with the management. It is stated that respondent is engaged in research in the agricultural field and unskilled workers are engaged for doing casual work in different projects.

4. In his rejoinder, workman reiterated his claim and controverted the pleas taken in the written statement. On the pleadings of the parties, following issue was framed on 3rd June, 1988 :—

Whether the termination of services of Shri Mahender is just and legal? If not, to what relief is he entitled?

5. I have heard learned authorised representatives of the parties. My findings on the issue framed are as under :—

6. In order to prove their case, management produced Shri Brijvir Singh, Farm Manager as MW1, who stated that he was maintaining muster rolls of the labourers and they are working under his supervision. Witness produced details Ex.M1 which has been prepared from the muster rolls. According to the details Ex.M1 petitioner worked only for 44 days in the year 1985 and did not work in the year 1986 and 1987. He further stated workman left the job as the work for which he was engaged was over. When cross-examined, witness categorically denied that petitioner was engaged on 22nd July, 1984. This fact was stated by the witness by perusing the original muster rolls for the year 1984. Original muster roll was produced before the Court. Witness further stated that no appointment letter, wage slip or identity cards were issued to the casual labourers. According to him, petitioner was employed orally and his services were also orally terminated.

7. On the other hand, workman appeared as WW1 and stated that he was employed as gardner with the respondent management with effect from 22nd July, 1984 at the salary of Rs. 550 p.m. He further stated his services were orally terminated on 12th December, 1986. According to him, management had terminated the services of S/Shri Umed, Amar Singh, Lal Singh and Mahesh Kumar alongwith the petitioner, but they have been taken back in service. Witness produced extract Ex.W1. When cross-examined, workman admitted that his attendance used to be marked in the muster rolls. He further stated that in the year 1986, he had worked in the horticulture, forest and farming system scheme. He further stated that there was no dispute regarding his wages and attendance during the period of his service. Witness denied the suggestion that there is only seasonal work with the respondent management.

8. In the present case, according to workman, he was employed on 26th July, 1984, whereas, management's plea is that he was engaged in the month of July 1985. Petitioner has failed to produce any evidence to prove that he was engaged in the month of July 1984. From the extract Ex.M1 and Ex.MW1, it is evident that petitioner initially worked with the management in the year 1982 for six days. Thereafter, he worked for 44 days in the year 1985. Ex.W1 depicts that petitioner worked for 271 days in the year 1986. Management merely gave a suggestion to the petitioner that document Ex.W1 has not been issued by the management's office. It is nowhere suggested that document Ex.W1 is incorrect or it has been fabricated by the petitioner himself. Management has not placed on record copies of the muster rolls for the year 1986 to prove their plea that petitioner did not work with the management in the year 1986 as shown in Ex.W1. A perusal of Ex.W1 clearly shows that petitioner had worked for more than 240 days with the respondent management in the year preceding the date of his termination. As such, management was under an obligation to comply with the provisions of Section 25F of the I.D. Act, 1947. Admittedly, there is no compliance of Section 25F of the said Act. As such, termination of petitioner's service is illegal. Consequently, petitioner Mahender is ordered to be reinstated into his job with continuity of service and full back wages. Reference is answered and returned accordingly with no order as to costs.

NIRMAL YADAV,

The 6th April, 1994.

Presiding Officer,
Industrial Tribunal-cum-Labour Court,
Gurgaon.

Endorsement No. 582-83, dated the 29th April, 1994.

A copy is forwarded to :-

1. The Labour Commissioner, Haryana, Chandigarh.
2. The Labour Officer, Rewari.

NIRMAL YADAV,

Presiding Officer,
Industrial Tribunal-cum-Labour Court,
Gurgaon.

No. 14/13/87-6 Lab./225.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court, Gurgaon in respect of the dispute between the workman and the Management of M.D. CONFED, Chandigarh *versus* Smt. Krishana Devi :-

IN THE COURT OF MRS. NIRMAL YADAV, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GURGAON.

Reference No. 301 of 90.

Between

SHRIMATI KRISHANA DEVI, WIFE OF SHRI THARU RAM, HOUSE NO. 472 WARD NO. 6,
FEROZPUR JHIRKA, DISTT. GURGAON

and

THE MANAGEMENT OF (1) MANAGING DIRECTOR, CONFED, S.C.O. 1014-15, SECTOR 22-B,
CHANDIGARH, (2) APEA MANAGER, HARYANA STATE FEDERATION OF COOPERATIVE
WHOLESALES STORES LTD., FEROZPUR JHIRKA, (GURGAON).

Present :-

Shri S.K. Goswami, for the workman.

Shri S.K. Yadav, for the management.

AWARD

1. In exercise of the powers conferred by clause (c) of sub section (i) of section 10 of the Industrial Disputes Act, 1947 (in short "the Act"), the Governor of Haryana referred the following dispute, between the parties, mentioned above, to this Court, for adjudication, — *vide* Haryana Government Labour Department Endst. No. 38027—33, dated 14th September, 1990 :-

Whether termination/retranchment of services of Smt. Krishana Devi, is legal and justified ? If not, to what relief is she entitled ?

2. The facts according to petitioner's claim statement are that she was appointed as helper with the respondent-management w.e.f. 4th October, 1985 at the salary of Rs. 660 p.m. She continuously worked with the management upto 27th February, 1990 when her services were abruptly terminated in violation of the principles of natural justice and contrary to the provisions of Section 25F of the I.D. Act, 1947. It is further stated that employees junior to the petitioner have been retained in service, while services of the petitioner, who was senior have been retrenched.

3. Claim of the petitioner is contested by the management stating that petitioner was retrenched from service, —*vide* order dated 27th February, 1990 on account of the reasons given in the letter dated 27th February, 1990 and provision of Section 25F and principles of last come first go have been complied with before retrenchment of petitioner's service. Petitioner was paid retrenchment compensation, —*vide* demand draft dated 27th February, 1990, but petitioner refused to accept the same.

4. In her rejoinder workman reiterated her claim and controverted the pleas taken in the written statement. Petitioner denied that she is gainfully employed since the date of termination of her services. In view of the pleadings of the parties, following issues were framed by me on 26th March, 1992 :-

1. Whether termination/retranchment of services of Smt. Krishana Devi, is legal and justified ? If not, to what relief is she entitled ?

2. Whether petitioner is gainfully employed ?

3. Relief.

5. I have heard, learned authorised representatives of the parties. My findings on the issues framed are as under :—

Issue No. 1 :

6. In order to prove their case, management produced Shri R.D. Mehra as MW1, who produced appointment letter Ex. M1,—vide which, petitioner was appointed with the management w.e.f. 4th October, 1985. Witness further produced retrenchment order Ex. M2. According to the seniority list Ex. M4, witness produced demand draft Ex. M3,—vide which, petitioner was paid one month's salary and retrenchment compensation. Witness further stated that petitioner's services were terminated on the principles of "last come first go." Only 18 employees were retrenched through out Haryana. Some of the employees mentioned in list Ex. M4 were retained as per Govt. policy and the reasons given in the list. When cross examined, witness admitted that petitioner had worked from 4th October, 1985 to 27th February, 1990. He also admitted that there is no proof with management to show that petitioner had refused to accept retrenchment order and demand draft. A report was however, sent by Area Manager to the Managing Director, Confed. He also denied having any knowledge if retrenchment order was got published in the newspaper. Witness stated that he could not produce forwarding letter to prove as to, on which date seniority list was sent by the head office. However he stated that seniority list was received 15 days before retrenchment. He admitted that seniority list was not filed in the Court alongwith the written statement. Witness also admitted that seniority list was not notified to each employees. He denied having any knowledge as to how many other employees of any other of category have been retrenched. He denied having any knowledge if prior permission from the Govt. was taken for retrenchment of the petitioner and other employees. He admitted that no permission letter from the Govt. is attached with the retrenchment order. It is also not mentioned in retrenchment order Ex. M2 that copy of this order was sent to the Secretary to Govt. Haryana, Labour & Employment Departments.

7. On the other hand, petitioner appeared as WW1 and reiterated her claim. She categorically stated that no warning or charge-sheet was issued during the period of her service. According to witness, employees junior to her are still working with the management. When cross-examined, witness stated that she did not know English, therefore, she could not read any notice printed in English language. According to her, management did not give letter Ex M2. She denied that she had refused to accept demand draft Ex. M3. She also denied that management had displayed seniority list on the notice board before termination of her service.

8. Learned A.R. of the workman argued that petitioner had continuously worked from 4th October, 1985 to 27th February, 1990. Learned. A.R. further argued that management did not comply with the mandatory provisions of Section 25F and Rule 76 and 77 of the I.D. Rules 1957. On the other hand, learned A.R. of the management argued that according to seniority list petitioner was junior, therefore, her services were legally retrenched. He further argued that petitioner was offered retrenchment benefits, but she refused to accept.

9. It is admitted case of that parties that petitioner continuously worked from 4th October, 1985 to 27th February, 1990. Only dispute is whether retrenchment of petitioner's service is legal and in accordance with the provision of the I.D. Act and I.D. Rules. MW1 Shri R.D. Mehra stated that petitioner was given retrenchment benefits,—vide demand draft Ex. M3. When cross-examined, he admitted that there is no proof to show that petitioner had refused to accept retrenchment order and the demand draft. He further stated that a report was sent by Area Manager to the Managing Director, Confed, Haryana. However, no such report has been placed on record by the management. On the other hand, petitioner categorically stated that she was never offered retrenchment benefits through demand draft Ex.M3, nor she was given retrenchment order. This fact clearly shows that management had not complied with the mandatory provisions of giving notice or pay in lieu thereof and retrenchment benefit to the petitioner at the time of the termination of the petitioner's service. I agree with the arguments of the learned Authorised Representative of the workman that management did not comply with the provisions of Rule 76 and 77 of the I.D. Rules. According to Rule 76 management must sent notice in the prescribed manner of the appropriate Govt. as provided in Rule 76 of the Industrial Disputes Rules. MW1 admitted that no notice was sent to the Labour Commissioner or to the State Govt. Management also failed to prove that management caused a copy of seniority list pasted on the notice board in the conspicuous place of the management at least seven days before the actual date of retrenchment. Petitioner categorically stated that no such notice was given to her, nor any such notice was pasted on the notice board. Even otherwise, retrenchment order is dated 27th February, 1990 and it is mentioned in the order Ex. M2 that petitioner's services are retrenched w.e.f. 27th February, 1990 itself. Management has failed to produce copy of any such notice, which was pasted in the premises of the management. Management has also not followed the principles of last come first go. In the seniority list name of Smt. Krishna Devi is at serial number 10 and her date of appointment is 8th October, 1989. However, Shakuntala Devi at serial number 17 who was appointed on 8th January, 1988 and Roshni Devi at serial number 20 appointed on 27th February, 1988 and Surinder Singh at serial number 25 appointed on 7th April, 1988 and employees at serial number 26, 28, 30, 36 and 37 who were appointed much latter

to the date of appointment of the petitioner have been retained in service. In view of the above discussion, I am of the view that management has illegally terminated petitioner's service in violation of the mandatory provisions of Section 25F and Rule 76 and 77 of the Industrial Disputes Rules. Therefore, termination of petitioner's service as was not legal and justified. Consequently, this issue is decided against the management.

Issue No. 2 :

10. No evidence was produced nor any arguments have been addressed by the management on this issue, therefore, issue No. 2 is decided against the management.

Issue No. 3 :

11. In view of my findings on issue No. 1, it is held that termination/retranchment of petitioner's service was not legal and justified. Consequently, petitioner Smt. Krishna Devi is entitled to reinstatement with continuity of service and full back wages. Reference is answered and returned accordingly with no order as to cost.

The 12th May, 1994.

NIRMAL YADAV,

Presiding Officer,
Industrial Tribunal-cum-Labour Court,
Gurgaon.

Endst. No. 809-10, dated 31st May, 1994

A copy is forwarded to :—

1. The Labour Commissioner, Haryana, Chandigarh.
2. The Labour Officer, Gurgaon.

NIRMALYADAV,

Presiding Officer,
Industrial Tribunal-cum-Labour Court,
Gurgaon.

No. 14/13/87-6Lab./227.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1946) the Governor of Haryana is pleased to publish the following award of presiding officer, Industrial Tribunal-cum-Labour Court, Gurgaon in respect of the dispute between the workman and the management of M/S. M. D. HSDIC, Chandigarh *versus* Shri Ram Kishan.

IN THE COURT OF MRS. NIRMAL YADAV, PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GURGAON

Reference No. 239 of 1989

between

SHRI RAM KISHAN, SON OF SHRI SHEO DAYAL C/O SHRI S.K. YADAV, 859 SECTOR-4, U. E. GURGAON AND THE MANAGEMENT OF CHAIRMAN, HARYANA SEEDS DEVELOPMENT CORPORATION LTD., HARYANA, CHANDIGARH (2) MANAGER, HARYANA SEEDS DEVELOPMENT CORPORATION LTD., HAILY MANDI, PATAUDI, GURGAON.

Present :—

Shri S.K. Yadav, for the workman.

Shri D.S. Tewatia, for the management.

AWARD

1. In exercise of the powers conferred by clause (c) of Sub-Section (i) of Section 10 of the Industrial Disputes Act, 1947 (in short "the Act"), the Governor of Haryana referred the following dispute, between the parties, mentioned above, to this Court, for adjudication—*vide* Haryana Government Labour Department endst. No. 26094—98, dated 19th June, 1989:—

Whether the termination of services of Shri Ram Kishan is legal and justified? If not, to what relief is he entitled?

2. The facts according to petitioner's claim statement are that he was appointed as Chowkidar-Peon with effect from 1st April, 1980 at the salary of Rs. 600 p.m. However, management terminated his services orally with effect from 30th September, 1988. During the conciliation proceedings, management agreed to take the petitioner back on duty on the same post with continuity of service. On the direction of the Labour cum-Conciliation Officer, petitioner submitted his joining report on 19th January, 1989. Management instead of taking him back on duty gave him a letter on 19th January, 1989 to the effect that there is no vacancy of chowkidar, therefore, he was not taken back on duty. It is stated that petitioner continuously served with the management with effect from 1st April, 1980 to 30th September, 1988. Management did not give any notice or pay in lieu thereof, nor retrenchment benefits were paid to him at the time of retrenchment of his service. It is further stated that persons junior to the petitioner are still working with the management.

3. Claim of the petitioner is controverted by the management stating that petitioner was engaged on casual basis and he was discharged from service as his services were no longer required. It is stated that petitioner was engaged for watch and ward duty in respondent's office situated at Haily Mandi. On shifting of the office to Pataudi, services of the petitioner's were no longer required as regular chowkidar was working in the premises where office was shifted. During the conciliation proceedings, management somehow conceded to take the petitioner back on duty on daily wages basis, though, there was no post available with the management. Petitioner when reported on 19th January, 1989 demanded that he should be posted as Peon-cum-Chowkidar. Management had asked the petitioner to work as Mali on daily wage basis but petitioner refused to join.

4. In view of the pleadings of the parties, following issue was framed on 10th August, 1990 by my learned predecessor:—

Whether the termination of services of Shri Ram Kishan is legal and justified? If not, to what relief is he entitled?

5. I have heard learned authorised representatives of the parties. My findings on the issue framed are as under:—

6. In order to prove their case, management produced Shri R.B. Sharma, Manager as MW1, who stated that petitioner was appointed as casual labour with effect from 1st April, 1980 and his services were terminated in September 1988 as his services were no longer required on shifting of the office to another premises to Pataudi. He further stated that before the Conciliation Officer, it was agreed that management would take the petitioner back on duty as Mali and letter to this effect was given to the petitioner. When cross-examined, witness admitted that no notice or pay in lieu thereof was given to the petitioner, nor retrenchment compensation was paid to him. Witness admitted having received letter Ex. W1 from the petitioner, however, he was informed that no post of Peon-cum-Chowkidar was available in the office.

7. On the other hand, workman appeared as WW1 and reiterated his claim. He categorically stated that he continuously worked with the management with effect from 1st April, 1980 to 30th September, 1988. According to him management had agreed to take the petitioner back on duty before the Conciliation Officer but did not allow him to join. He admitted having received letter Ex. M1 and on receiving the said letter, he went to join the post of Mali, but he was not even allowed to join the same.

8. In the present case, it is admitted by the management that petitioner was working as casual labour since 1st April, 1980 and his services were terminated in September 1988. MW1 Shri R. B. Sharma stated that petitioner's services were no longer required on account of shifting of the office from old officer building as regular chowkidar was working there. However, in cross-examination, witness admitted that no compensation or notice pay in lieu of notice was given to the petitioner, while terminating his service. Management failed to produce any evidence on record to prove that petitioner's services were engaged for a specific period or that on the expiry of the said period, his service would automatically stand terminated. Petitioner worked with the respondent for more than eight years and as such, management was under obligation to comply with the mandatory provisions of Section 25-F of the I.D. Act. The plea of the management that after filing of the demand notice and receiving letter Ex. W1 from the petitioner, he was offered the job of Mali does not validate non compliance of the provisions of Section 25-F of the I.D. Act, 1947 at the time of termination of petitioner's service. In these circumstances, I am of the view that management illegally terminated the service of the petitioner in violation of the provisions of Section 25F of the I. D. Act. Consequently, petitioner Ram Kishan is entitled to reinstatement with continuity of service and full back wages. Reference is answered and returned accordingly with no order as to cost.

NIRMAL YADAV,

Presiding Officer,

Industrial Tribunal-cum-Labour Court,
Gurgaon.

Dated the 5th May, 1994.

Endorsment. No. 777—78, Dated the 31st May, 1994.

A copy is forwarded to:—

1. The Labour Commissioner, Haryana, Chandigarh.
2. The Labour Officer, Gurgaon.

NIRMAL YADAV,

Presiding-Officer,

Industrial Tribunal-cum-Labour Court,
Gurgaon.

P. R. KAUSHIK,

Financial Commissioner and Secretary to Government,
Haryana, Labour and Employment Department.